

COMMERCIAL REAL ESTATE NON-DISCLOSURE AGREEMENT (CONFIDENTIALITY)

This **Commercial Real Estate Non-Disclosure Agreement (the "Agreement")** is made as of this _____, 20__ between:

1. The Parties.

Potential Buyer/Tenant: [NAME OF INTERESTED], hereinafter called the "**Interested Party**."

AND

Landlord: [NAME OF LANDLORD], hereinafter called "the **Landlord**".

Agent (if any): [NAME OF AGENT], hereinafter called "**Agent**".

Collectively, the above-named persons or entities, shall be known as the "Parties."

2. The Property Description. The following terms and conditions have been agreed upon by the Parties in connection with the Interested Party's consideration of a potential purchase or lease of the Landlord's real estate located at [STREET ADDRESS], City of [CITY], State of [STATE], hereinafter referred to as the "Property":

3. Genuine Interest. The Interested Party is genuinely interested in buying or renting the Property from the Landlord.

4. Authorized Use The confidential information will only be used for evaluating the Property by the Interested Party.

5. Confidential Information. The interested party acknowledges that all materials and information provided by the landlord or agent regarding the property are confidential and may only be used by the interested party to evaluate a potential purchase or lease. Only the lawyers, accountants, financial representatives, and business advisors who are directly involved with the Property will have access to any information provided by the Agent or Landlord.

6. Non-disclosure. Landlord, Interested Party, and Agent all concur that they will not reveal to any other person or company the existence of any discussions or negotiations regarding the Property, including any businesses situated therein, or any actual or potential terms, conditions, or facts related thereto.

7. Discretion. It is the agreement of the interested party not to contact the employees, suppliers, or customers of either the Property or Business except through the Agent or Landlord. Additionally, the interested party promises to keep out of the way of the agent's listing agreement with the landlord.

8. Binding Effect. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE] and shall remain in effect for a period of [TIME PERIOD] following the closing of any Agreement between an Interested Party and a Landlord or until the information is made publicly available, whichever comes first. The term "Closing" shall refer to

both any successful transaction between the Interested Party and the Landlord as well as any notification of the Interested Party's lack of interest.

9. Cost of Enforcement. If either party files a lawsuit to enforce a clause of this agreement, the winning party will be entitled to recover all costs and expenses incurred in filing the lawsuit and defending it, including reasonable attorneys' fees, in addition to any other money that may be allowed by law.

10. Warranty. Any information and/or figures supplied by the Landlord are not guaranteed or warranted by the Agent, even if the Agent is providing the confidential information, either explicitly or implicitly. As part of their due diligence, the interested party should rely on their own verification of this information.

11. Prohibition on Reproduction. No written information provided to an interested party by the landlord may be copied or saved. All information, including notes, photographs, financial statements, and other details provided to the Interested Party, must be returned to the Landlord or Agent at the conclusion of any discussion, negotiation, or upon request from the Landlord. No employee or consultant may receive any information unless they agree to sign this agreement and be bound by its terms.

Signature of Interested Party _____ **Date** _____

Print Name _____